



ENTERED  
02/26/2010

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION**

IN RE:	§	CASE NO. 10-20041
	§	
AMIDEE CAPITAL GROUP, INC., ET AL.,	§	CHAPTER 11
	§	
DEBTORS.	§	(Jointly Administered)

**ORDER AUTHORIZING DEBTORS' RETENTION OF LECG, LLC TO  
PROVIDE THE DEBTORS A CHIEF RESTRUCTURING OFFICER AND  
OTHER PERSONNEL AND DESIGNATING DOUGLAS J. BRICKLEY  
AS THE CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS  
NUNC PRO TUNC TO JANUARY 4, 2010  
(Relates To Doc. No. 44)**

CAME ON FOR CONSIDERATION the Application (the "Application") Pursuant to §§ 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code"), for Authorization to (a) Employ and Retain LECG, LLC ("LECG") to Provide the Debtors a Chief Restructuring Officer and Additional Personnel and (b) Designate Douglas J. Brickley ("Brickley") as the Chief Restructuring Officer for the Debtors *Nunc Pro Tunc* to January 4, 2010 and the Affidavit of Douglas J. Brickley submitted in support of the Application (the "Affidavit"); the Court hereby finds that based upon the representations made in the Application and Affidavit: (i) LECG and Brickley represent no interests adverse to the Debtors' estates or their creditors with respect to the matters upon which they are to be engaged; (ii) LECG and Brickley are "disinterested persons" as that term is defined under § 101(14) of the Bankruptcy Code, as modified by § 1107(b) of the Bankruptcy Code and as provided and disclosed in the Application and the Affidavit; and (iii) the employment of LECG and Brickley is necessary and is in the best interests of the Debtors' estates; it is therefore hereby

ORDERED that the Application is **GRANTED**; it is further

ORDERED that, in accordance with §§ 105(a) and 363(b) of the Bankruptcy Code, the Debtors are authorized to retain LECG to provide the Debtors a Chief Restructuring Officer and additional personnel in these chapter 11 cases; it is further

ORDERED that the Debtors are authorized to continue their retention of Douglas J. Brickley to act as the Debtors' Chief Restructuring Officer in these chapter 11 cases, effective *nunc pro tunc* as of January 4, 2010; it is further

ORDERED that the terms of the Engagement Agreement are reasonable terms and conditions of employment and are approved in full except as modified herein; it is further

ORDERED that the terms of the Engagement Agreement are modified as follows:

1. On or before the 15th day of each month, LECG shall provide Debtors' counsel and the United States Trustee with a statement (the "Monthly Statement") detailing all expenses incurred on the Debtors' behalf in the preceding month. The UST shall have 20 days to review and object (objected items are subject to additional hearings);
2. The Monthly Statement shall include a list of all LECG employees who provided services to the Debtors in the prior month, a general description of the services performed by each LECG employee, and a statement of their disinterestedness;
3. The Success Fee provided in the Engagement Agreement will be credited by LECG on a property-by-property basis and, in the case of a sale, will be paid to LECG out of sale proceeds available after the payment of all secured debt and/or real estate commissions and to the extent such funds are insufficient to pay the full Success Fee provided in the Engagement Agreement any shortfall will not be due to LECG; and

4. Any Success Fee credited shall be set aside in a segregated bank account and shall be fully earned and payable to LECG upon consummation of a plan of reorganization of the Debtor whose property was sold or refinanced, provided, however, that the Success Fee will not be earned by LECG if Brickley is not still serving as the Chief Restructuring Officer of the Debtor at the time the plan is confirmed or if a plan of reorganization of the Debtor is never confirmed, or if the case is dismissed, converted, or if a Chapter 11 trustee is appointed.

It is further

ORDERED that the Debtors are authorized to pay LECG in such amounts and at such times as is provided in the Engagement Agreement, as modified herein, without further order of this Court; and it is further

ORDERED that this Court hereby retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: February 26, 2010.



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THE HONORABLE RICHARD S. SCHMIDT  
UNITED STATES BANKRUPTCY JUDGE

**APPROVED AS TO FORM:**

**OKIN ADAMS & KILMER LLP**

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